DIRECT TESTIMONY OF
MARTIN K. PHALEN
ON BEHALF OF
SOUTH CAROLINA ELECTRIC & GAS COMPANY
DOCKET NO. 2006-5-G

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION.

A. My name is Martin K. Phalen, and my business address is 1426 Main Street, Columbia, South Carolina. I am employed by South Carolina Electric & Gas Company ("SCE&G" or the "Company") as Vice President, Gas Operations.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND BUSINESS BACKGROUND.

A. Following my graduation from the College of Charleston in 1977, I was employed with Cummins Engine Company in Charleston, South Carolina, where I held various management and executive-level positions. In 1988, I joined SCE&G. Since that time, I have held executive-level positions in Human Resources & Administration, Operational Support, and effective May 2003, Gas Operations. I am a former member of the Board of Directors for the Southeastern Electric Exchange, a member of the Executive Council for the Southern Gas Association, and am Chair for the Executive Committee of the Southern Gas Association's distance learning subsidiary, Corporate TeleLink Network.

Q. WHAT ARE YOUR DUTIES AS VICE PRESIDENT, GAS OPERATIONS?

A. As Vice President, Gas Operations for SCE&G, my corporate responsibilities include, among other things, oversight of the daily operations of SCE&G's natural gas distribution system, including maintenance and construction. Additionally, I am responsible for the overall reliability of the system, which includes ensuring that the system is capable of providing safe and reliable service to our customers.

Q. WHAT IS THE PURPOSE OF THIS PURCHASED GAS ADJUSTMENT ("PGA") PROCEEDING?

A. By Order No. 87-898, dated August 14, 1987, the South Carolina Public Service Commission ("Commission") instituted an annual PGA review of SCE&G's gas purchasing polices and practices. These PGA reviews are conducted to determine the prudence of SCE&G's gas purchasing policies and practices during the period under review and to determine if SCE&G properly applied its tariffs in recovering its gas costs. The Commission also approves the Company's methodology for recovering its gas costs in future periods.

It is worth noting that in every PGA review, the Commission has found that SCE&G's gas purchasing policies and practices were prudent and that the Company properly adhered to the gas cost recovery provisions of its gas tariff and applicable Commission directives and orders.

In this PGA proceeding, the Commission will hear from personnel who implement SCE&G's gas purchasing practices and policies and who address tariff issues on a day-to-day basis specifically relating to the period under review, November 1, 2005 through October 31, 2006 ("Review Period"), and the forecast period, November 1, 2006 through October 31, 2007 ("Forecast Period"). Rose Jackson, General Manager – Gas Supply & Capacity Management, explains SCE&G's gas purchasing practices, gas supply and interstate pipeline capacity.

She also explains the proposed revisions to SCE&G's tariff, followed by a discussion on financial hedging. R. Dow Bailey, Forecast Coordinator, reviews and discusses the development of SCE&G's gas peak design day. Harry L. Scruggs, Senior Rate Analyst, will discuss and propose to the Commission for approval an improved PGA methodology for recovering the cost of gas, and the Director of Rates and Regulatory Affairs, Kenneth R. Jackson, addresses SCE&G's uncollectible gas costs.

Q. PLEASE DESCRIBE THE PURPOSE OF YOUR TESTIMONY.

A. The purpose of my testimony is to provide the Commission with an overview of SCE&G's gas cost recovery forecast and explain why the demand component has increased. I also describe SCE&G's natural gas distribution system from an operating standpoint and discuss the primary facilities that comprise the system, including the capacity of the system for serving SCE&G's customers. The impact of the merger between South Carolina Pipeline Corporation ("SCPC") and SCG Pipeline, Inc. ("SCG") is then addressed, followed by a review of the Company's Industrial Sales Program-Rider ("ISP-R") wherein I highlight the benefits of this program. I then introduce an improved PGA methodology for recovering the cost of gas, which will be discussed in more detail by Mr. Scruggs. My testimony concludes with a brief overview of the Company's Commission-approved sales of Emergency Gas (Supply Related).

Q. PLEASE DESCRIBE THE COMPANY'S GAS COST RECOVERY FORECAST FOR THE 12-MONTH PERIOD BEGINNING NOVEMBER 1, 2006.

A. The forecast is presented in Mr. Scruggs' testimony, specifically Exhibit No. ___ (HLS-2). It indicates that gas commodity costs have declined from the last PGA order; however, the demand component of the cost of gas calculation has increased. Nevertheless, I am pleased to report that the effect for all classes of customers is a net decrease in their total cost of gas.

Q. WHAT HAS CAUSED THE UPWARD PRESSURE IN THE DEMAND COMPONENTS?

A. The demand components have risen due to a number of factors. One of the principal factors has been the warm weather winter experienced last year. The warm winter weather reduced customers' bills, but since there were fewer sales over which to spread fixed pipeline costs, the result was an under collection of demand charges of $8.9 million.

In addition, SCE&G's upstream pipelines are increasing their rates. Part of that increase should be off-set by SCE&G's new opportunity to sell released capacity on interstate pipelines.

Q. PLEASE DESCRIBE SCE&G'S NATURAL GAS DISTRIBUTION SYSTEM FROM AN OPERATIONS STANDPOINT.

A. SCE&G's natural gas distribution system consists of approximately 15,000 miles of transmission and distribution mains and related service facilities. The Company's distribution facilities range in diameter from ⅝ inch polyethylene to 16 inch steel pipe and carry natural gas under pressures typically ranging from 25 pounds per square inch gauge ("psig") to 760 psig in order to deliver safe, reliable natural gas service to approximately 291,000 factories, businesses, and homes in South Carolina. The Company also maintains 96 metered delivery points through which gas is delivered to SCE&G's system and then distributed by the Company to our customers. SCE&G's service area for natural gas encompasses all or part of 35 of the 46 counties in South Carolina and covers more than 22,000 square miles.

Q. PLEASE PROVIDE A BRIEF OVERVIEW OF SCE&G'S GAS PURCHASING PRACTICES FOR THE REVIEW PERIOD.

A. During the Review Period, SCE&G purchased all of its natural gas supplies from SCPC. SCPC provided SCE&G with a complete merchant function, delivering reliable supplies of natural gas to SCE&G's metered delivery points. Under Commission approved tariffs DS-1 and DISS-1, SCE&G contracted with SCPC for firm contract demand of 313,188 dekatherms ("Dt") per day in order to meet its customers' firm demand under varying weather conditions at reasonable cost. Additionally, SCE&G secured 40,410 Dt per day of resale firm transportation peaking service from SCPC through a Commission-approved contract.

Q. PLEASE PROVIDE THE COMMISSION WITH AN UPDATE ON THE STATUS OF THE MERGER OF SCPC AND SCG.

A. As we discussed last year in Docket No. 2005-5-G, SCPC and SCG publicly announced in June 2004 their intention to merge to form a single interstate natural gas transportation company. During the Review Period, SCG and SCPC filed an application requesting that the Federal Energy Regulatory Commission ("FERC") approve an offer of settlement negotiated with SCPC's customer group and grant the authorizations necessary to permit the merger of SCG into SCPC to form a single, integrated interstate pipeline operated under FERC jurisdiction and to be called Carolina Gas Transmission Corporation ("CGTC").

On July 20, 2006, the FERC issued an order approving the merger. After consummation of the merger (which at the time of the filing of this pre-filed direct testimony is projected to be November 1, 2006), CGTC will provide natural gas transportation services only. Thereafter, SCE&G will no longer rely upon SCPC for bundled natural gas service. Rather, the Company will be responsible for securing its own reliable and adequate gas supplies, storage, and transportation to serve its customers. Please refer to Ms. Jackson's testimony for a more detailed explanation of SCE&G's gas purchasing practices before and after SCPC's planned interstate conversion.

Q. HOW DOES SCE&G INTEND TO OBTAIN ITS NATURAL GAS SUPPLIES AFTER SCPC TRANSITIONS TO AN INTERSTATE PIPELINE?

A. While Ms. Jackson will testify on this subject in greater detail, I want to highlight in this testimony that the Company plans to use the same processes and personnel successfully used by SCPC for its procurement of reliable and reasonably priced natural gas supplies. SCE&G anticipates that this process will include purchasing gas supplies from many of the same suppliers relied upon by SCPC. Like SCPC, the Company will use reasonable business efforts to secure for its customers reliable supplies of natural gas at reasonable prices.

Q. DOES SCE&G ANTICIPATE ANY DISRUPTION OR DELAY IN ITS ABILITY TO PROVIDE RELIABLE NATURAL GAS SERVICE TO ITS CUSTOMERS AS SCPC CEASES TO PROVIDE MERCHANT SERVICES?

A. No. The Company does not expect any disruption as it assumes responsibility to directly purchase gas for its system and customers. In fact, in planning for SCPC's interstate conversion, SCE&G, during the Review Period, secured assignable contracts with suppliers and marketers for adequate and reliable gas supplies. SCE&G was also assigned its pro-rata share of contracts for upstream firm transportation capacity as well as storage, to be effective when SCPC transitions to interstate operations. This process has worked smoothly and the Company believes that the transition to SCE&G purchasing directly under these contracts will be accomplished without delay or disruption.

Q. IN LIGHT OF THE MERGER AND ITS EFFECT UPON THE COMPANY, IS SCE&G PREPARED TO MEET ITS FIRM CUSTOMER DEMAND FOR THE UPCOMING WINTER HEATING SEASON?

A. Yes.

Q. WILL SCE&G ACQUIRE ANY ASSETS FROM SCPC AS A RESULT OF THE MERGER BETWEEN SCPC AND SCG?

A. Yes. SCE&G plans to acquire liquefied natural gas ("LNG") facilities from SCPC. Prior to discussing the specifics of this acquisition of LNG assets, I wish to provide the Commission with some background information concerning the history of this upcoming transaction.

In Docket No. 2005-5-G, SCE&G sought and received authorization from the Commission to retire the Company's two remaining propane air facilities for several reasons. Prior to retirement, these facilities supported the peaking needs of SCE&G's gas system and customers. In order to offset the loss of peaking capability resulting from the retirement of these facilities, SCE&G contracted with SCPC for the purchase, transportation, and delivery of additional gas supplies to meet the Company's peak design day demand. While additional gas supply was available, SCPC did not have sufficient upstream resources under contract to satisfy all of SCE&G's peaking capacity requirements. After considering several options, the Company determined the best option at that time was to fill the remaining capacity requirement through a unique sharing of gas supply resources between SCE&G's gas and electric departments. Pursuant to a Memorandum of Understanding between SCE&G's gas and electric departments, which was approved by Commission Order No. 2005-653, the two departments agreed to share interstate transportation capacity originally secured to serve the Jasper Generating Station. Through its contracts with SCPC and the agreement with its electric department, SCE&G maintained for its gas department and customers sufficient and adequate supplies to meet its peak design day demand during the Review Period. These contracts, however, will no longer be operative upon SCPC's transition to an interstate pipeline.

During the Review Period while planning for SCPC's transition to an interstate pipeline, SCE&G considered how it would replace the peaking service previously provided by its retired propane air facilities and currently through its contracts with SCPC and the Company's electric department. After much thought and consideration, SCE&G decided the purchase of SCPC's LNG facilities was the most reliable means currently available to support its peaking requirements. The facilities are located at Bushy Park, near North Charleston, and at Salley, located in western Orangeburg County. Because of the strategic location of the LNG assets, SCE&G concluded the assets would provide critically needed support for the peaking needs of its gas LDC operations. Accordingly, SCPC agreed to transfer to SCE&G at net book value these LNG facilities, including the land, LNG tanks, buildings, vaporizers, and equipment (the "LNG Assets") on the effective date of the merger. This plan has been agreed to by all existing firm customers of SCPC, and the Commission recently approved making the transfer at net book value.

After acquisition of these LNG Assets, SCE&G will be able to use these facilities to fulfill the peaking needs of its system and customers that were once served by its now retired propane air facilities. An added benefit to this acquisition is that the Company will utilize the same staff used by SCPC for LNG operations. As a result, this will speed the transition of these facilities into SCE&G's gas operations. Ms. Jackson will testify in greater detail about these facilities and our plans for their use.

Q. DOES THE COMPANY PLAN TO RELEASE CAPACITY IN THE MARKET ONCE IT ACQUIRES THE CAPACITY ASSETS?

A. Yes. As the Commission will recall, in Docket No. 2005-113-G, SCE&G proposed a methodology to account for revenue generated by the future release of SCE&G's upstream transportation and storage assets at such time as its upstream supplier, SCPC, unbundled its merchant service. The Commission approved the methodology in Order No. 2005-619. As the merger has now been approved, SCE&G is prepared to release capacity in the market consistent with the priority needs of the system and its customers.

In accordance with Order No. 2005-619, 75% of the net proceeds of these released capacity sales will be credited to the monthly cost of gas for firm customers and the remaining 25% of the net proceeds will flow to SCE&G outside of regulated revenues as an incentive for effectively realizing the value of these assets. In her direct testimony, Ms. Jackson provides a more detailed explanation of capacity release and how it works.

Q. WILL THE MERGER AFFECT SCE&G IN OTHER WAYS?

A. Yes. The Company has historically received the benefits associated with SCPC's financial hedging program – a Commission approved program designed to mitigate the impact of gas price volatility through the purchase of gas financial instruments. As a result of the merger, however, SCPC will terminate its hedging program. In anticipation of SCPC terminating its hedging program, SCE&G studied the issue of implementing its own hedging program. Ms. Jackson discusses the results of that analysis and requests the Commission's guidance on implementation of a hedging program by SCE&G.

Q. PLEASE DESCRIBE THE COMPANY'S INDUSTRIAL SALES PROGRAM – RIDER.

A. SCE&G operates a pricing program called the Industrial Sales Program – Rider or ISP-R. The ISP-R program is the principal mechanism that SCE&G uses today to retain competitive industrial loads. Further, the ISP-R allows SCE&G to discount its margins when needed in order to meet competitive gas prices to its customers on a month-to-month basis, thus allowing SCE&G to compete with alternative fuels.

The ISP-R was initially authorized by the Commission in 1983 and most recently modified by Commission Order No. 2005-619. Further, the ISP-R has been reviewed by the South Carolina Office of Regulatory Staff and reaffirmed in every annual PGA proceeding for the past 23 years. Moreover, the program has been regularly reviewed by this Commission, and consistently upheld as beneficial for the system and all of its customers.

Q. WHAT ARE THE BENEFITS OF THE ISP-R PROGRAM?

A. During the Review Period, the ISP-R continued to provide a degree of operational and cost stability for the firm market that cannot be met by any other means. The ISP-R allows SCE&G to discount its margins when necessary to compete with alternative fuels. Through this mechanism SCE&G is able to make sales to interruptible customers that otherwise might not be made. The margin revenue collected above $0.02081 per therm, the Commission-approved contribution to fixed costs, is returned to the firm customers as a credit to their demand charge cost of gas. The ISP-R also gives SCE&G the flexibility to curtail the interruptible customers to satisfy firm customer demands when necessary. This arrangement promotes the more efficient use of SCE&G's system and helps us recover a portion of our fixed costs through industrial sales, costs that would otherwise be paid by our firm customers.

Q. PLEASE DISCUSS THE MEMORANDUM OF UNDERSTANDING THAT SCE&G'S ELECTRIC AND GAS DEPARTMENTS WISH TO ENTER INTO AFTER SCPC TRANSITIONS TO AN INTERSTATE PIPELINE.

A. As I stated earlier in my testimony, the Memorandum of Understanding entered into between SCE&G's gas and electric departments and approved by the Commission in Docket No. 2005-5-G ("2005 MOU") will no longer be operational after SCPC transitions to an interstate pipeline. The 2005 MOU, however, proved to be a beneficial tool to the Company by promoting the efficient use of interstate transportation capacity among the departments and reducing the cost included within the cost of gas factor. In light of the benefits realized as a result of the 2005 MOU, SCE&G would like to continue this sharing arrangement after SCPC converts to an interstate pipeline company.

Attached to my direct testimony as Exhibit No. ____ (MKP-1) is a copy of a Memorandum of Understanding between SCE&G's electric and gas departments ("2006 MOU") which allows the departments to continue their sharing arrangement after SCPC's interstate conversion. There are two components of the 2006 MOU.

Gas Department Base Capacity Sharing – The 2006 MOU provides that the electric department will share 27,000 Dt/day of capacity it holds on the CGTC pipeline with the gas department for use during the winter months (the "Gas Department Base Capacity"). The gas department has the first call on this capacity during the winter months (November-April) and the electric department has first call on this capacity during the summer months, but either party may use the Gas Department Base Capacity without additional capacity charges when it is not in use by the other. In conformity with the Commission's decision in Order No. 2005-619, the 2006 MOU allocates capacity costs based on the relative numbers of customers served by the two departments, *i.e.*, 32.32% of the fixed capacity costs associated with Gas Department Base Capacity is assigned to the gas department and the remaining 67.68% is assigned to the electric department.

Incremental Capacity Sharing – The 2006 MOU allows other capacity held by either department to be shared with the other on a recallable basis as conditions warrant. Either party may call on capacity that the other is not using at any given time and will pay the fixed charges associated with that capacity allocated based on a 100% load factor rate. The other party may recall the incremental capacity at any time if needed for its system.

In all cases, the department transporting gas under the 2006 MOU is responsible for all volumetric charges and costs associated with the gas transported under the MOU, including any imbalance costs or penalties. Based upon the foregoing, SCE&G respectfully requests that the Commission authorize the Company to continue sharing interstate transportation capacity among its departments and to approve the terms of the 2006 MOU attached hereto.

Q. PLEASE BRIEFLY EXPLAIN THE IMPROVED PGA METHODOLOGY PROPOSED BY THE COMPANY IN THIS PROCEEDING FOR THE RECOVERY OF COST OF GAS.

A. SCE&G is proposing that the Commission continue to allow it to use the mechanism as approved in Order No. 2005-653 with one important change. The change involves using a rolling 12-month forecast and recovery of gas supply costs. In his direct testimony, Mr. Scruggs will more fully explain the improved mechanism and will set forth the initial gas cost recovery factors for the first billing cycle in November 2006.

Q. DOES THE COMPANY HAVE ANY REQUESTS OF THE COMMISSION REGARDING SCE&G'S SALES OF EMERGENCY GAS (SUPPLY RELATED) WHICH ENDED ON MARCH 31, 2006?

A. Yes. In Order Nos. 2005-482, 2005-553, and 2005-692 issued in Docket No. 2005-260-G, the Commission approved a request by SCE&G to allow its interruptible customers to purchase Emergency Gas (Supply Related) during curtailment periods, where upstream capacity and gas supply were available but at prices much higher than alternative fuel prices. SCE&G greatly appreciated the expeditious treatment of its petitions in that docket and the authorizations granted by the Commission which permitted the Company to implement a program to provide its customers with the option to buy-through the curtailment period. In light of the success of this program, SCE&G respectfully requests that the Commission allow SCE&G to modify its tariffs to make permanent those authorizations granted to it by the Commission in Docket No. 2005-260-G. The proposed tariff revisions authorizing the future use of this important service will be included in Ms. Jackson's testimony.

Q. IN ADDITION TO THE REQUESTS PREVIOUSLY MADE IN YOUR TESTIMONY, WHAT OTHER REQUESTS DO YOU HAVE OF THE COMMISSION IN THIS PROCEEDING?

A. The primary commitments of SCE&G continue to be to operate our system in a safe, reliable and efficient manner. Further, our employees are committed to providing outstanding customer service and operational excellence. During the Review Period, the Company prudently managed its business operations, which included the purchase and recovery of its gas supplies and administration of the PGA and ISP-R mechanisms established by the Commission. Therefore, on behalf of SCE&G, I respectfully request the Commission find that the Company has recovered its gas costs for the Review Period consistent with its tariffs and Commission orders and that it has purchased its gas supplies and administered the ISP-R in a prudent and reasonable manner. I also request that the Commission approve the recommendations and proposals made by the Company's other witnesses.

Q. DO YOU HAVE ANY ADDITIONAL REQUESTS?

A. Yes. I would respectfully request that the Commission end the natural gas supply diversity report requirement established in Order No. 2004-247, Docket No. 2002-5-G. In that proceeding, the Consumer Advocate raised concerns about

SCE&G purchasing all of its supply through a single source, SCPC. As a result, the Commission ordered SCE&G to provide it with "quarterly updates related to its review of the benefits of diversifying the Company's natural gas supply." With the interstate conversion of SCPC, SCE&G will now be purchasing its natural gas supply from several sources. Accordingly, any lingering concerns regarding supply diversity should no longer exist after SCPC transitions to an interstate transportation pipeline. Therefore, I request that the Commission eliminate this reporting requirement upon the effective date of SCPC's interstate conversion.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes.

GAS SUPPLY SHARING BETWEEN THE ELECTIC DEPARMENT AND THE GAS DEPARTMENT OF SOUTH CAROLINA ELECTRIC & GAS COMPANY MEMORANDUM OF UNDERSTANDING

WHEREAS, South Carolina Electric & Gas Company operates both an integrated electric utility (the "Electric Department") and a gas distribution utility (the "Gas Department") serving customers in South Carolina; and

WHEREAS, the Electric Department and Gas Department have determined that at various times during the year each Department has gas supply and capacity that the other may be able to utilize; and

WHEREAS, due to the nature and duration of the peak demands on the Gas system, and due to the availability of fuel capability at some of its generating stations, the Electric Department has determined that it can share with the Gas Department 27,000 dekatherms of transportation and supply on the Carolina Gas Transmission Corporation pipeline on a firm basis during the winter season (the "Gas Department Base Capacity") and that both Departments may share additional capacity on an interruptible basis as conditions warrant; and

WHEREAS, subject to approval by the South Carolina Public Service Commission, the parties have agreed that a 32.32% gas and 67.68% electric sharing of the fixed capacity costs related to the Gas Department Base Capacity is a fair allocation of costs between the two departments for the service being shared, based on the relative number of firm gas customers compared to firm electric customers;

NOW THEREFORE, the departments enter into the following intra-company Memorandum of Understanding dated this 13th day of September, 2006, to be effective upon both the merger of SCG Pipeline, Inc. and South Carolina Pipeline Corporation and approval by the South Carolina Public Service Commission of this Memorandum of Understanding.

1. The Gas Department shall have the right to call upon the Gas Department Base Capacity during the months of November through, and including, April ("Winter Months"). Any Gas Department Base Capacity not called upon by the Gas Department during the Winter Months shall then be available to the Electric Department. The Electric Department shall have the right to call upon available capacity to supply gas for transportation on Carolina Gas Transmission Corporation during the months of May through, and including, October ("Summer Months"). Any Gas Department Base Capacity not called upon by the Electric Department during the Summer Months shall then be available to the Gas Department.

2. The Reservation Charge associated with the Gas Department Base Capacity shall be allocated on a 32.32 % and 67.68% basis between the Gas Department and the Electric Department, respectively, for so long as the Gas and Electric Departments hold the above referenced rights.

3. Each of the parties shall have the right to call on gas transportation capacity held by

the other which is in excess of Gas Department Base Capacity on an interruptible basis as conditions warrant ("Incremental Capacity"). Each party shall pay the other for the Incremental Capacity it uses at a rate equal to the fixed capacity charges paid for the Incremental Capacity used, said charges allocated based on a 100% load factor calculation.

4. Gas Purchases and Scheduling Requirements related to these rights shall be subject to the terms and conditions set forth in the applicable Capacity and Supply Contracts with the addition of the following provisions:

    a. Gas Purchases and Variable Transportation Costs shall be allocated between the Gas Department and the Electric Department based on actual quantities scheduled for the benefit of each.

    b. Any costs associated with imbalances shall be allocated to the department that causes such an imbalance to be incurred subject to the terms and conditions of the Supply Contracts.

    c. In exercising the rights hereunder the parties will conform with the nomination and scheduling protocols of the applicable transportation and supply contracts and will cooperate to ensure that penalties, charges and imbalances are minimized.

5. This Memorandum of Understanding may be amended only by writing signed by both departments.

6. The cost allocation provisions of this Memorandum of Understanding shall be subject to approval by the Public Service Commission of South Carolina and the Memorandum of Understanding shall not enter into force until such approval is given.

7. The term of this agreement shall be one year from the latter of effective date of the merger and Commission approval of the agreement and shall renew each year for an additional one year term, unless either party terminates this agreement in writing at any time.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed on the date first above written.

SOUTH CAROLINA ELECTRIC & GAS COMPANY, ELECTRIC DEPARTMENT	SOUTH CAROLINA ELECTRIC & GAS COMPANY, GAS DEPARTMENT
By: [signature]	By: Martin K. Phalen
Name: James M. Landreth	Name: Martin K. Phalen
Title: Vice President, Fossil Hydro	Title: Vice President, Gas Operations